

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

Brian J. Skiles

Respondent.

111 S. 7th Street
137 S. 8th Street
18 S. 10th Street
706 Franklin Street
714 Franklin Street
716 Franklin Street
718 Franklin Street
724 Franklin Street

Target Housing.

**U.S. EPA Docket No.
TSCA-03-2010-0227**

**Proceeding under Sections 409
and 16(a) of the Toxic Substances
Control Act, 15 U.S.C. §§ 2689
and 2615(a)**

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III ("Complainant") and Brian J. Skiles ("Respondent"), pursuant to Sections 409 and 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2689 and 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, Subpart F (the "Disclosure Rule"), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* ("Consolidated Rules of Practice"), 40 C.F.R. Part 22, with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).
2. The violations cited herein pertain to the Respondent's alleged failure to comply with requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and regulations promulgated thereunder, as set forth in 40 C.F.R. Part 745, Subpart F, which statutory and regulatory provisions are enforceable pursuant to RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.
3. In accordance with 40 C.F.R. §§ 22.13(b), and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant hereby simultaneously commences and resolves, as part

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of the settlement set forth herein, the claims identified in Section IV ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

II. JURISDICTION

4. The U.S. Environmental Protection Agency ("EPA") and the Office of Administrative Law Judges of the EPA have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, Section 1018 of Title X of the RLBPHRA, 42 U.S.C. § 4852d, 40 C.F.R. Part 745, Subpart F, and 40 C.F.R. §§ 22.1(a)(5) and 22.4 of the *Consolidated Rules of Practice*.

III. GENERAL PROVISIONS

5. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
6. Except as provided in Paragraph 5, immediately above, for the purposes of this proceeding only, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement and the attached Final Order.
7. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
9. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. Pursuant to RLBPHRA Section 1004(27), 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term "target housing" means "any housing constructed prior to 1978, except housing for the elderly or persons with

disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.”

13. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(14), 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means either a single family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
14. Pursuant to RLBPHRA Section 1004(24), 42 U.S.C. § 4851b(24), and TSCA Section 401(15), 15 U.S.C. § 2681(15), the term “residential real property” means real property on which there is situated one or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.
15. Respondent is a “person,” as that term is used in Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, who owns apartments for rent, located at the following addresses in Reading, Pennsylvania:

111 S. 7th Street
137 S. 8th Street
18 S. 10th Street
706 Franklin Street
714 Franklin Street
716 Franklin Street
718 Franklin Street
724 Franklin Street
16. Each of the properties listed in paragraph 15, above, consists of, and at all times relevant to the violations alleged herein, consisted of real property on which there is situated a residential dwelling in the form of a structure containing more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
17. Each of the residential dwellings listed in paragraph 15, above, is housing constructed prior to 1978.
18. Each of the residential dwellings listed in paragraph 15, above, consists of housing that currently is not, and at the time of the violations alleged herein was not, housing used for the elderly or persons with disabilities or a 0-bedroom dwelling as defined by 40 C.F.R. § 745.103.

19. Each of the residential dwellings listed in paragraph 15, above, and each unit therein listed in paragraph 29, below, is "target housing" within the meaning of RLBPHRA Section 1004(27), 42 U.S.C. § 4581b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103.
20. Pursuant to 40 C.F.R. § 745.103, the term "owner" means any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
21. Pursuant to 40 C.F.R. § 745.103, the term "lessor" means any entity that offers target housing for lease, rent or sublease, including, but not limited to, individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian Tribes, and nonprofit organizations.
22. Pursuant to 40 C.F.R. § 745.103, the term "lessee" means any entity that enters into an agreement to lease, rent, or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian Tribes, and non-profit organizations.
23. Pursuant to 40 C.F.R. § 745.103, the term "lead-based paint" means "paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm²] or 0.5 percent by weight."
24. Pursuant to 40 C.F.R. § 745.103, the term "lead-based paint hazards" means "any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency."
25. Certain disclosure requirements for sellers and lessors of target housing relating to lead-based paint are set forth at 40 C.F.R. § 745.107 and provide, in pertinent part, that:

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to [40 C.F.R.] § 745.101. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities.

(1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-

94-001) or an equivalent pamphlet that has been approved for use in that State by EPA.

(2) The seller or lessor shall disclose to the purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(3) The seller or lessor shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(4) The seller or lessor shall provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

26. Additional disclosure requirements relating to lead-based paint applicable to lessors of target housing are set forth at 40 C.F.R. § 745.113 and provide, in pertinent part, as follows:

(b) *Lessor requirements.* Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish):

- (1) A Lead Warning Statement with the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose

the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

* * *

(4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this [40 C.F.R.] section [745.113] and the lead hazard information pamphlet required under 15 U.S.C. [§ 2686].

* * *

(6) The signatures of the lessors, agents and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

(c) Retention of Certification and Acknowledgment Information.

(1) . . . The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this [40 C.F.R.] section [745.113] for no less than 3 years from the commencement of the leasing period.

27. The enforcement provisions of 40 C.F.R. § 745.118(e) and (f) state that:

(e) Failure or refusal to comply with [40 C.F.R.] § 745.107 (disclosure requirements for sellers and lessors), [40 C.F.R.] § 745.110 (opportunity to conduct an evaluation), [40 C.F.R.] § 745.113 (certification and acknowledgment of disclosure) or [40 C.F.R.] § 745.115 (agent responsibilities) is a violation of [RLBPHRA Section 1018(b)(5),] 42 U.S.C. 4852d(b)(5) and of TSCA section 409 (15 U.S.C. 2689).

(f) Violators may be subject to civil and criminal sanctions pursuant to TSCA section 16 (15 U.S.C. 2615) for each violation. For purposes of enforcing this subpart [40 C.F.R. Part 745, Subpart F], the penalty for each violation applicable under 15 U.S.C. 2615 shall not be more than \$11,000 for all violations occurring

after July 28, 1997; all violations occurring on or prior to that date are subject to a penalty not more than \$10,000.

28. At all times relevant to the violations alleged herein, Respondent was a "lessor" and "owner" of "target housing," as those terms are defined at 40 C.F.R. § 745.103, located at each of the following residential dwelling units, and with respect to each of the eleven (11) lease transactions, identified in the paragraph below.
29. The following chart summarize the lease transactions that are the subject of this enforcement action, and the corresponding violations and Counts in this Consent Agreement:

Transaction Number	Property Address	Lease Date	Violations of Part 745	Counts
#1	111 S. 7th Street, 3rd floor	7/25/2008	113(b)(1), (2), (4), (6)	1, 12, 23, 34
#2	137 S. 8th Street, 1st floor	6/20/2008	113(b)(1), (2), (4), (6)	2, 13, 24, 35
#3	18 S. 10th Street, 1st floor front	10/10/08	113(b)(1), (2), (4), (6)	3, 14, 25, 36
#4	706 Franklin Street	10/13/2006	113(b)(1), (2), (4), (6)	4, 15, 26, 37
#5	714 Franklin Street, 1st floor	2/8/2007	113(b)(1), (2), (4), (6)	5, 16, 27, 38
#6	716 Franklin Street, 2nd floor	10/10/2008	113(b)(1), (2), (4), (6)	6, 17, 28, 39
#7	716 Franklin Street, 3rd floor front	1/13/2008	113(b)(1), (2), (4), (6)	7, 18, 29, 40
#8	718 Franklin Street, 3rd floor	9/5/2008	113(b)(1), (2), (4), (6)	8, 19, 30, 41
#9	718 Franklin Street, 3rd floor	8/11/2006	113(b)(1), (2), (4), (6)	9, 20, 31, 42
#10	724 Franklin Street, 3rd floor front	7/1/2008	113(b)(1), (2), (4), (6)	10, 21, 32, 43
#11	724 Franklin Street, 2nd floor rear	1/1/2007	113(b)(1), (2), (4), (6)	11, 22, 33, 44

COUNTS 1 -11

Violation of 40 C.F.R. § 745.113(b)(1) In Relation To Lease Transactions #1 through #11

30. The allegations contained in paragraphs 1 through 29, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
31. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment or within the contract, a Lead

Warning Statement with the language set forth in 40 C.F.R. § 745.113(b)(1). This language is reprinted in paragraph 26, above.

32. The contracts for Lease Transactions #1 through #11 each did not include, as an attachment or within each such contract, a Lead Warning Statement containing the language required by 40 C.F.R. § 745.113(b)(1).
33. Respondent failed to include, as an attachment to or within the contracts for Lease Transactions #1 through #11, a Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1).
34. Respondent's failure to include a Lead Warning Statement, as an attachment to or within the contracts for Lease Transactions #1 through #11, constitutes eleven (11) separate violations of 40 C.F.R. § 745.113(b)(1), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

COUNTS 12-22

Violation of 40 C.F.R. § 745.113(b)(2)

In Relation To Lease Transactions #1 through #11

35. The allegations contained in paragraphs 1 through 34, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
36. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(2), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or a statement indicating no knowledge of lead-based paint and/or lead-based paint hazards.
37. The contracts for Lease Transactions #1 through 11 did not include, as an attachment or within each such contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the respective target housing, or a statement indicating no knowledge of lead-based paint and/or lead-based paint hazards.
38. Respondent failed to include, as an attachment to or within the contracts for Lease Transactions #1 through #11, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or a statement indicating no knowledge of lead-based paint and/or lead-based paint hazards, as required by 40 C.F.R. § 745.113(b)(2).
39. Respondent's failure to include, as an attachment to or within the contracts for Lease Transactions #1 through #11, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or a statement indicating no knowledge of

lead-based paint and/or lead-based paint hazards, constitutes eleven (11) separate violations of 40 C.F.R. § 745.113(b)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

COUNTS 23-33

Violation of 40 C.F.R. § 745.113(b)(4)

In Relation To Lease Transactions #1 through #11

40. The allegations contained in paragraphs 1 through 39, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
41. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(4), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
42. The contracts for Lease Transactions #1 through #11 did not include, as an attachment or within each such contract, a statement by the respective target housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686.
43. Respondent failed to include, as an attachment or within the contracts for Lease Transactions #1 through #11, a statement by the respective target housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).
44. Respondent's failure to include, as an attachment or within the contracts for Lease Transactions #1 through #11, a statement by the respective target housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, constitutes eleven (11) separate violations of 40 C.F.R. § 745.113(b)(4), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

COUNTS 34-44

Violation of 40 C.F.R. § 745.113(b)(6)

In Relation To Lease Transactions #1 through #11

45. The allegations contained in paragraphs 1 through 44, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

46. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(6), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment or within the contract, the signatures of the lessors, agents and lessees, certifying to the accuracy of their statements, to the best of their knowledge (referred to hereinafter as the "Required Signatures" and the "Required Certification," respectively), along with the dates of each Required Signature.
47. The contracts for Lease Transactions #1 through 11 each did not include, as an attachment or within each such contract, one or more of: (i) the Required Signatures of each respective lessor and/or lessee; (ii) the date of each Required Signature; and/or (iii) the Required Certification of each respective lessor and/or lessee.
48. Respondent failed to include, in the contracts for Lease Transactions #1 through 11, either as an attachment or within each such contract, one or more of: (i) the Required Signatures of each respective lessor and/or lessee; (ii) the date of each Required Signature; and/or (iii) the Required Certification of each respective lessor and/or lessee, as required by 40 C.F.R. § 745.113(b)(6).
49. Respondent's failure to include, in the contracts for Lease Transactions #1 through 11, either as an attachment or within each such contract, all of the Required Signatures, Required Signature dates and Required Certifications, constitutes eleven (11) separate violations of 40 C.F.R. § 745.113(b)(6), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

V. CIVIL PENALTY

50. Respondent agrees to pay the amount of Two Hundred Fifty Dollars (\$250.00), in satisfaction of all civil claims for penalties which Complainant may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in this Consent Agreement. Such civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of the CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which this CAFO is mailed or hand-delivered to Respondent.
51. The Parties find and represent that the aforesaid settlement amount is reasonable and is based upon Complainant's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Section 1018 - Disclosure Rule Enforcement Response*

Policy (December 2007), and the *Adjustment of Civil Monetary Penalties for Inflation Rule*, set forth at 40 C.F.R. Part 19. The Parties further acknowledge and represent that the aforesaid settlement is based, in part, upon an analysis of Respondent's ability to pay a civil penalty, performed with consideration of EPA's *Guidance on Determining a Violator's Ability to Pay a Civil Penalty* (1986). This analysis was based upon information submitted by Respondent to Complainant, as follows:

- a. Brian Skiles' Federal Income Tax Returns for the years 2006 through 2008;
- b. Conference call on December 21, 2009, between EPA's counsel, EPA's financial analyst, and Mr. Skiles;
- c. Meeting on January 14, 2010, between EPA's financial analyst and legal counsel, and Mr. Skiles and his legal counsel;

52. In reliance upon the aforesaid financial information, Complainant has concluded that Respondent has established that it is unable to pay the full amount of the civil penalty proposed by the Complainant, and that Respondent is able to pay a civil penalty in the amount of Two Hundred Fifty Dollars (\$250.00), in settlement of the above-captioned action.
53. By his signature below, Respondent certifies that the information submitted to EPA regarding Respondent's ability to pay and regarding any other matter at issue in this proceeding, is accurate and not misleading. Respondent is aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding Respondent's claim of inability to pay, or regarding any of other matter herein at issue, are false or, in any material respect, inaccurate.
54. Payment of the civil penalty amount set forth in paragraph 50, above, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:
 - A. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2010-0227;
 - B. All checks shall be made payable to **United States Treasury**;
 - C. All payments made by check and sent by regular mail shall be addressed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Contact: Eric Volck 513-487-2105

- D. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:

U.S. Bank
Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 314-418-1028

- E. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

- F. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
D 68010727 Environmental Protection Agency

- G. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706

Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: Jesse White 301-887-6548 or REX, 1-866-234-5681

H. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

I. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

J. A copy of Respondents check or a copy of Respondents electronic fund transfer shall be sent simultaneously to:

Natalie L. Katz
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

55. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents failure to make timely payment or to comply with the conditions in this CAFO shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

56. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a true and correct copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
57. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
58. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent for more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
59. The Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

VI. EFFECT OF SETTLEMENT

60. This settlement shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law"), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VII. OTHER APPLICABLE LAWS

61. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations.

VIII. CERTIFICATION OF COMPLIANCE

62. Respondent certifies to Complainant that, to the best of his knowledge and belief, Respondent presently is complying with the requirements of 40 C.F.R. Part 745, Subpart F.

IX. RESERVATION OF RIGHTS

63. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law") herein. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the RLBPHRA, the regulations promulgated thereunder at 40 C.F.R. Part 745, Subpart F, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the EPA Regional Hearing Clerk.
64. Nothing in this CAFO shall constitute or be construed as a release of Respondent from any claim, cause of action, or demand in law or equity by any person, firm, partnership, or corporation not bound by this CAFO for any liability relating in any way to the presence of lead-based paint and/or lead-based paint hazards at or in any target housing which is the subject of this CAFO.

X. PARTIES BOUND

65. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA and the Respondent.

XI. EFFECTIVE DATE

66. The effective date of this Consent Agreement and the accompanying Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XII. ENTIRE AGREEMENT

67. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties,

covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

For Respondent, Brian J. Skiles:

Date: 3/22/10

By: _____


Brian J. Skiles

For Complainant:

Date: _____

By: _____

Natalie L. Katz
Senior Assistant Regional Counsel

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: _____

By: _____

Abraham Ferdas, Director
Land and Chemicals Division

covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

For Respondent, Brian J. Skiles:

Date: 3/22/10

By: 

Brian J. Skiles

For Complainant:

Date: 3/23/10

By: 

Natalie L. Katz

Senior Assistant Regional Counsel

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 3/23/2010

By:  for AF

Abraham Ferdas, Director

Land and Chemicals Division

WHEREFORE, Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the “RLBPHRA”), 42 U.S.C. §§ 4851 *et seq.*, and 40 C.F.R. Part 745, Subpart F, authorize the assessment of a civil penalty under Section 16 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615, for violations of the RLBPHRA, and having determined,

based on the representations of the parties to the attached Consent Agreement, that the agreed Two Hundred Fifty Dollar (\$250.00) civil penalty payment is based upon a consideration of the factors set forth in TSCA Section 16(a)(2)(B), 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of Two Hundred Fifty Dollars (\$250.00), in accordance with the provisions set forth in the accompanying Consent Agreement and comply with each of the additional terms and provisions thereof, in settlement of the civil claims contained in the accompanying Consent Agreement.

The effective date of this Final Order and of the accompanying Consent Agreement is the date on which this Final Order, signed by the Regional Administrator of U.S. EPA, Region III or his designee, the Regional Judicial Officer, is filed with the Regional Hearing Clerk of U.S. EPA, Region III.

Date: 3/31/10

BY: Renée Sarajian
Renée Sarajian
Regional Judicial Officer
U.S. EPA, Region III

CERTIFICATE OF SERVICE

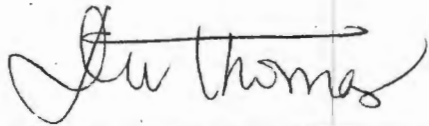
I hereby certify that on the date set forth below, I hand-delivered to the Regional Hearing Clerk of the U.S. Environmental Protection Agency, Region III, the original and one copy of the foregoing Consent Agreement and Final Order (Docket No. TSCA-03-2010-0227).

I further certify that on the date set forth below, I caused a true and correct copy of the Consent Agreement and Final Order to be transmitted via FedEx Overnight to the following addressee:

Attorney for Respondent:

Paul J. Toner, Esq.
Law Offices of Vincent B. Mancini
& Associates
414 E. Baltimore Pike
Media, Pennsylvania 19063

3/31/10
Date



Donzetta W. Thomas
Senior Assistant Regional Counsel
Office of Regional Counsel (3RC30)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029